

ZB# 01-05

VSH Realty / Quaisar

3-1-32.1

Prelim.

March 26, 2001.
(Proxy Required)

Public Hearing:
July 9, 2001.

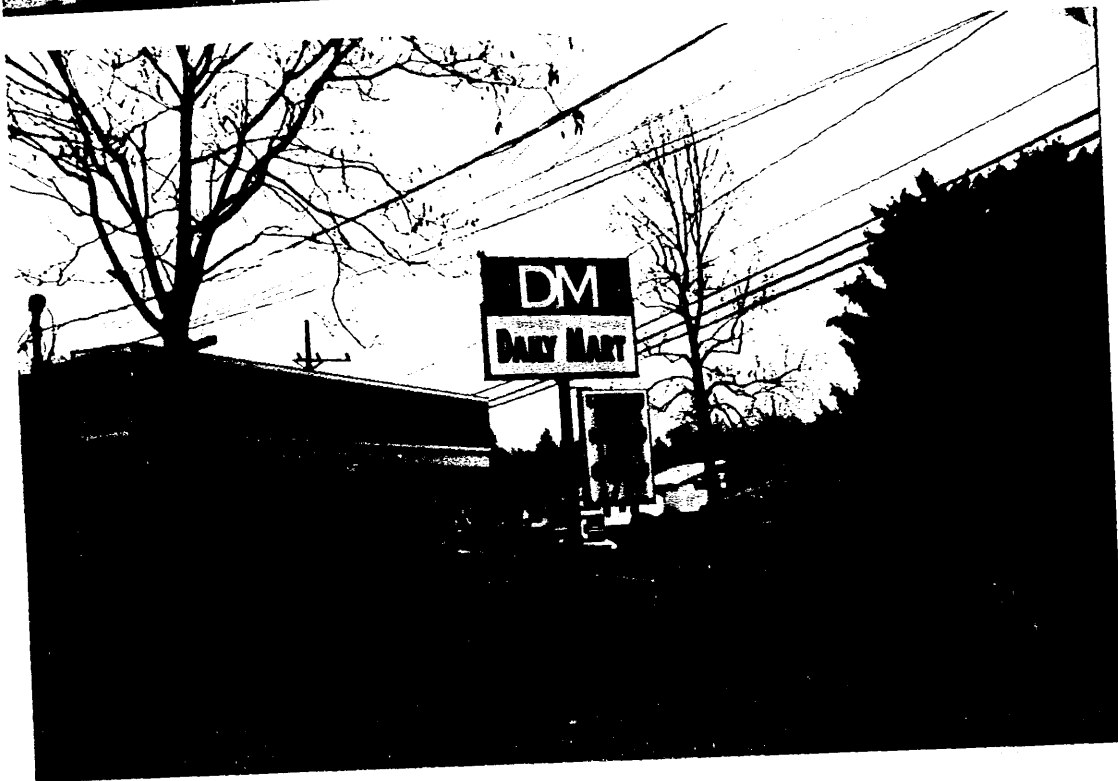
Granted

Refund
\$403.00

#01-05-VSH Realty / Qaisar (Kaiser)

3-1-32.1 Area Signo





APPLICATION FEE (DUE AT TIME OF FILING OF APPLICATION)

APPLICANT: VSH Realty (Quinn)

FILE# 01-05

RESIDENTIAL: \$50.00

COMMERCIAL: \$150.00

INTERPRETATION: \$150.00

AREA X Sign

USE

ck. Recd. 6/14/01.
1938

APPLICATION FOR VARIANCE FEE \$ 150.00

ESCROW DEPOSIT FOR CONSULTANT FEES \$ 500.00

ck. #1939 -
6/14/01.

DISBURSEMENTS:

STENOGRAPHER CHARGES: \$4.50 PER PAGE

PRELIMINARY MEETING-PER PAGE 3/24/01: 3 \$ 13.50
2ND PRELIMINARY- PER PAGE 7/23/01 \$ 13.50
3RD PRELIMINARY- PER PAGE \$
PUBLIC HEARING - PER PAGE \$
PUBLIC HEARING (CONT'D) PER PAGE \$
TOTAL \$ 27.00

ATTORNEY'S FEES: \$35.00 PER MEEETING

PRELIM. MEETING: 3/24/01 \$ 35.00
2ND PRELIM. 7/23/01 \$ 35.00
3RD PRELIM. \$
PUBLIC HEARING. \$
PUBLIC HEARING (CONT'D) \$
TOTAL \$ 70.00

MISC. CHARGES:

..... \$
TOTAL \$ 97.00

LESS ESCROW DEPOSIT \$ 500.00
(ADDL. CHARGES DUE) \$
REFUND DUE TO APPLICANT .. \$ 403.00

1939

BEAUTY GEMS, INC.

185 SILAS DEANE HWY.
WETHERSFIELD, CT 06109

DATE 5/30/01

5-7515/110

PAY
TO THE
ORDER OF

Town of New Windsor

\$ 500.00

Five Hundred + 00/100

DOLLARS  Security features
included
Details on back



Sovereign

SOVEREIGN BANK NEW ENGLAND
A MEMBER OF SOVEREIGN BANK

FOR

Escrow fund ZBA #01-05.

LM

⑈001939⑈ ⑆011075150⑆ 52200036375⑈

#01-05
Variance Application
fee

**Town of New Windsor
555 Union Avenue
New Windsor, NY 12553
(845) 563-4611**

**RECEIPT
#560-2001**

06/14/2001

Gems, Beauty

**Received \$150.00 for Zoning Board Fees on 06/14/2001. Thank you for stopping by
the Town Clerk's office.**

As always, it is our pleasure to serve you.

**Deborah Green
Town Clerk**

1938

BEAUTY GEMS, INC.

185 SILAS DEANE HWY.
WETHERSFIELD, CT 06109DATE 5/30/01

5-7515/110

PAY
TO THE
ORDER OF

TOWN OF New Windsor

\$150.00

One Hundred fifty +00/100

DOLLARS  Security features
including
Color & Ink SovereignSOVEREIGN BANK NEW ENGLAND
A Division of Sovereign BankFOR Variance app fee 28A #01-05

⑈001938⑈ ⑆011075150⑆ 52200036375⑈

-----X
In the Matter of the Application of

VSH REALTY/QUAISAR

**MEMORANDUM OF
DECISION GRANTING
AREA VARIANCES**

#01-05.
-----X

WHEREAS, VSH REALTY, 777 Dedham Street, Canton, MA 02021, owner, and AFTAB QUAISAR, 986 Little Britain Road, New Windsor, N. Y. 12553, tenant, have made application before the Zoning Board of Appeals for a 1 ft. 6 in. height and 2 ft. width variances for façade sign, plus 44 sq. ft. variance for freestanding sign at former Cumberland Farms store located at 986 Little Britain Road in an NC zone; and

WHEREAS, a public hearing was held on the 23rd day of July, 2001 before the Zoning Board of Appeals at the Town Hall, New Windsor, New York; and

WHEREAS, Applicant appeared by Todd Kelson, Esq.; and

WHEREAS, there were no spectators appearing at the public hearing; and

WHEREAS, no one spoke in opposition to this Application; and

WHEREAS, a decision was made by the Zoning Board of Appeals on the date of the public hearing granting the application; and

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor sets forth the following findings in this matter here memorialized in furtherance of its previously made decision in this matter:

1. The notice of public hearing was duly sent to residents and businesses as prescribed by law and in The Sentinel, also as required by law.
2. The evidence presented by the Applicant showed that:
 - (a) The property is a commercial property located in a neighborhood of commercial properties located on a busy state highway.
 - (b) The Applicant seeks a variance to replace existing signs on the premises.
 - (c) The signs have been existing on the premises previously. The ownership of the commercial premises has changed and the Applicant wishes to change the signs to reflect the new ownership.

- (d) The Applicant seeks to replace the existing sign panels; it is not enlarging the signs or relocating any of the signs that are existing.
- (e) The signs have been in place for more than 20 years although it does not appear that during that time any permit was sought or granted for those signs.
- (f) The signs as they are located do not interfere with the view of or operation of motorists or motor vehicles on the adjacent highway.
- (g) The signs are consistent in size and appearance with other commercial signs in the neighborhood.

WHEREAS, The Zoning Board of Appeals of the Town of New Windsor makes the following conclusions of law here memorialized in furtherance of its previously made decision in this matter:

1. The requested variances will not produce an undesirable change in the character of the neighborhood or create a detriment to nearby properties.
2. There is no other feasible method available to the Applicant which can produce the benefits sought.
3. The variances requested are substantial in relation to the Town regulations but nevertheless are warranted for the reasons listed above.
4. The requested variances will not have an adverse effect or impact on the physical or environmental conditions in the neighborhood or zoning district.
5. The difficulty the Applicant faces in conforming to the bulk regulations are self-created but nevertheless should be allowed.
6. The benefit to the Applicant, if the requested variances are granted, outweigh the detriment to the health, safety and welfare of the neighborhood or community.
7. The requested variances are appropriate and are the minimum variances necessary and adequate to allow the Applicant relief from the requirements of the Zoning Local Law and at the same time preserve and protect the character of the neighborhood and the health, safety and welfare of the community.
8. The interests of justice will be served by allowing the granting of the requested area variances.

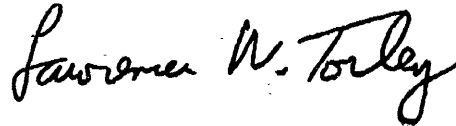
NOW, THEREFORE, BE IT

RESOLVED, that the Zoning Board of Appeals of the Town of New Windsor GRANT a request for a 1 ft. 6 in. height and 2 ft. width variances for façade sign, plus 44 sq. ft. variance for freestanding sign at former Cumberland Farms store located at 986 Little Britain Road in an NC zone as sought by the Applicant in accordance with plans filed with the Building Inspector and presented at the public hearing.

BE IT FURTHER

RESOLVED, that the Secretary of the Zoning Board of Appeals of the Town of New Windsor transmit a copy of this decision to the Town Clerk, Town Planning Board and Applicant.

Dated: September 24, 2001.

A handwritten signature in cursive script, reading "Lawrence W. Torley".

Chairman

Date 8/7/01

TOWN OF NEW WINDSOR

TOWN HALL, 555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553

TO Frances Roth DR.

168 N. Drury Lane
Newburgh, N.Y. 12550

DATE			CLAIMED	ALLOWED
7/23/01	Zoning Board Mtg		75.00	
	Misc. - 2			
	Singh/Preet Deli - 4			
	20 th Century Towing - 6			
	Holpan - 6			
	Lucas - 4			
	TNU/First Columbia - 3			
	VST Realty/Quasar - 3 \$13.50			
	Probes - 3			
	Picerno - 2			
	Bile - Tutor Time - 3			
	36		162.00	
			237.00	

PUBLIC HEARINGS:

VSH REALTY/QUAISAR

MR. TORLEY: Request for 1 ft. 6 in. height and 2 ft. width variances for facade sign, plus 44 square feet variance for freestanding sign at former Cumberland Farms store located at 986 Little Britain Road in an NC zone.

Todd Kelson, Esq. appeared before the board for this proposal.

MR. KELSON: Good evening, my name is Todd Kelson, I'm an attorney here in Newburgh. I represent Cumberland Farms, Inc., the owner of the property that was just described by the Chairman. We're seeking two variances to replace the faces on two existing signs located on the property located at 986 Little Britain Road in New Windsor. Many of you are familiar with it as the former Cumberland Farms store near the airport entrance. What we're really doing here is seeking just to as I said to replace the existing signs. There's a 4 x 12 wall sign on the building where the maximum height and width permitted under the code is two foot six by ten and then we're trying to replace the face on the existing 6 x 9 illuminated pole sign with a sign of equal size, just take off the faces and replace the existing faces, square footage of the pole sign is 108 square feet, 64 feet is permitted under the laws of right. We're seeking a variance for 44 square feet.

MS. CORSETTI: For the record, Mr. Kelson, we sent out 23, as you know, 23 addressed envelopes to property owners within 500 feet on June 27.

MR. KELSON: And one of them came back, Angelo Sakadel (phonetic) as attempted not known, no other envelopes came back to my office.

MR. KANE: So, if I understand you correctly, you're just replacing the panels, you're not enlarging the signs that are existing right now, just putting up new ones?

MR. KELSON: That's exactly correct and if I may say they're already there, there are some photographs, I believe the client did that before realizing there was a problem, they were advised by the building department that they needed to get the application, Mr. Babcock, I believe appeared at the preliminary hearing back in March, the pictures there are--

MR. TORLEY: You can certainly see how the gasoline prices have gone up since then.

MR. KELSON: And I hope that will have no bearing on the outcome tonight.

MR. TORLEY: We don't hold you responsible.

MR. REIS: How long have the signs been up?

MR. KELSON: Appears that the signs have been here over 20 years. In my application, I made a reference to what we think is that this is just a long series of signs in New Windsor that have been floating around for years without proper permits and I think Mr. Eftab (phonetic) is the person who came on board at the time when the town was trying to properly enforce the law, so he's the fellow who has to go to get the permit. Probably if the signs had been proper permits had been taken out for these signs at the time they were erected under the old zoning, they probably would have been permitted as of right and these signs would have been grandfathered in. But because they weren't properly permitted, we have to make the application under the current law and seek the variances.

MR. KANE: So you know even though, even if it was grandfathered in, if they change those panels, they would still have to come to the existing code, correct?

MR. BABCOCK: There's some language in the text that talks about changing a sign due to damage, wind damage, so I guess that would be up for discussion. Also, you know, I think if they would be here probably for the building signs, therefore, we would just probably write that up anyway, clean it up while we're here.

MR. TORLEY: But you're not expanding the existing signs.

MR. KELSON: Absolutely not, these signs are inch for inch exactly.

MR. TORLEY: No flashing neon, no rotating, no other changes?

MR. KELSON: No, sir.

MR. TORLEY: Is there anyone in the meeting who wishes to speak on this zoning request? Hearing no responses, I'll close the public hearing and open it back up to the members and if there are any other questions?

MR. MC DONALD: Make a motion we grant the requested variance for the freestanding signs at Cumberland.

MR. KANE: Second it.

ROLL CALL

MR. RIVERA	AYE
MR. MC DONALD	AYE
MR. REIS	AYE
MR. KANE	AYE
MR. TORLEY	AYE

MR. KELSON: For the freestanding.

MR. KRIEGER: He said freestanding, was it meant to include the facade signs, you can say that.

MR. MC DONALD: For both signs to include the facade signs.

MR. TORLEY: Would that change anyone's vote?

MR. KANE: No.

Date _____

TOWN OF NEW WINDSOR

**TOWN HALL, 555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553**

10

Beauty Gems, Inc.

DR

185 Silas Deane Hwy., Wethersfield, CT 06109

DATE	CLAIMED	ALLOWED
8/18/01	Refund of Excess Deposit # 01-05	\$403.00
	Approved ZBA	
	Terencia C. Consetti	

OFFICE OF THE BUILDING INSPECTOR
TOWN OF NEW WINDSOR
ORANGE COUNTY, NEW YORK

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

**APPLICANT IS TO PLEASE CONTACT THE ZONING BOARD SECRETARY AT (845) 563-4630 TO
MAKE AN APPOINTMENT WITH THE ZONING BOARD OF APPEALS.**

DATE: 2/15/01

APPLICANT: VHS Realty
777 Dedham Street
Canton, MA 02021

Part II
COPY

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATE:

FOR : 6x9 Pole Sign

LOCATED AT: 986 Little Britain Road

ZONE: NC Sec/ Blk/ Lot: 3-1-32.1

DESCRIPTION OF EXISTING SITE: Existing Commercial Building

IS DISAPPROVED ON THE FOLLOWING GROUNDS:

1. Proposed 6x9-pole sign replacement will exceed maximum permitted size of 64sqft.


BUILDING INSPECTOR

PERMITTED 64 sqft

PROPOSED OR
AVAILABLE:

VARIANCE
REQUEST:

ZONE: NC USE: 48-18-H-1-A-(2)

SIGN:

FREESTANDING:

HEIGHT:

WIDTH:

WALL SIGNS:

TOTAL ALL SIGNS:

108sqft

44sqft

FEET FROM ANY LOT LINE:

cc: Z.B.A.. APPLICANT. FILE.W/ATTACHED MAP

PLEASE ALLOW FIVE TO TEN DAYS TO PROCESS
IMPORTANT
YOU MUST CALL FOR ALL REQUIRED INSPECTIONS OF CONSTRUCTION

Other inspections will be made in most cases but those listed below must be made or Certificate of Occupancy may be withheld. Do not mistake an unscheduled inspection for one of those listed below. Unless an inspection report is left on the job indicating approval of one of these inspections it has not been approved and it is improper to continue beyond that point in the work. Any disapproved work must be reinspected after correction.

1. When excavating is complete and footing forms are in place (before pouring.)
2. Foundation inspection. Check here for waterproofing and footing drains.
3. Inspect gravel base under concrete floors and underslab plumbing.
4. When framing, rough plumbing, rough electric and before being covered.
5. Insulation.
6. Final inspection for Certificate of Occupancy. Have on hand electrical inspection data and final certified plot plan. Building is to be completed at this time. Well water test required and engineer's certification letter for septic system required.
7. Driveway inspection must meet approval of Town Highway Superintendent. A driveway bond may be required.
8. \$50.00 charge for any site that calls for the inspection twice.
9. Call 24 hours in advance, with permit number, to schedule inspection.
10. There will be no inspections unless yellow permit card is posted.
11. Sewer permits must be obtained along with building permits for new houses.
12. Septic permit must be submitted with engineer's drawing and perc test.
13. Road opening permits must be obtained from Town Clerk's office.
14. All building permits will need a Certificate of Occupancy or a Certificate of Compliance and here is no fee for this.

RECEIVED

FEB 09 2001

BUILDING DEPARTMENT

FOR OFFICE USE ONLY:

Building Permit #: 2001 - 83

**AFFIDAVIT OF OWNERSHIP AND/OR CONTRACTOR'S COMP & LIABILITY INSURANCE CERTIFICATE IS
REQUIRED BEFORE PERMIT WILL BE ISSUED**

PLEASE PRINT CLEARLY - FILL OUT ALL INFORMATION WHICH APPLIES TO YOU

Owner of Premises CLAISAR AFIAS

Address 986 LITTLE BRITAIN RD. NEW WINDSOR Phone 860-721-8799

Mailing Address 986 LITTLE BRITAIN RD. NEW WINDSOR NY 12550

Name of Architect _____

Address _____ Phone _____

Name of Contractor Bristol Sign art

Address 550 BROAD ST BRISTOL CT 06010 Phone 860-582-2577

State whether applicant is owner, lessee, agent, architect, engineer or builder _____

If applicant is a corporation, signature of duly authorized officer. Chlor
(Name and title of corporate officer)

1. On what street is property located? On the _____ side of _____
(N,S,E or W)
and _____ feet from the intersection of _____

2. Zone or use district in which premises are situated _____ Is property a flood zone? Y _____ N _____

3. Tax Map Description: Section 3 Block 1 Lot 32.1

4. State existing use and occupancy of premises and intended use and occupancy of proposed construction.

a. Existing use and occupancy _____ b. Intended use and occupancy _____

5. Nature of work (check if applicable) New Bldg ☐ Addition ☐ Alteration ☒ Repair ☐ Removal ☐ Demolition ☐ Other ☒ Sign

6. Is this a corner lot? _____

7. Dimensions of entire new construction. Front _____ Rear _____ Depth _____ Height _____ No. of stories _____

8. If dwelling, number of dwelling units: _____ Number of dwelling units on each floor _____

Number of bedrooms _____ Baths _____ Toilets _____ Heating Plant: Gas _____ Oil _____

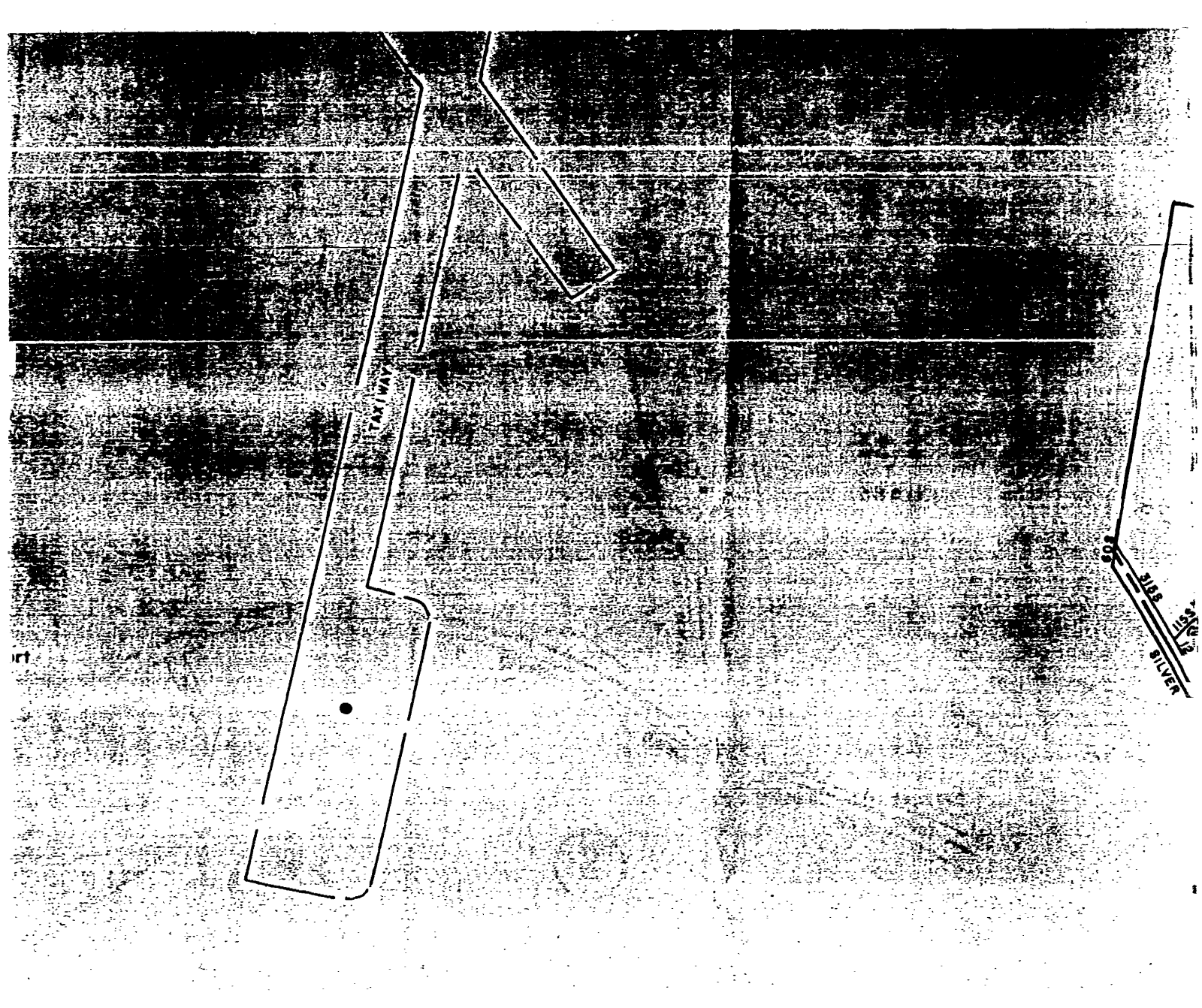
Electric/Hot Air _____ Hot Water _____ If Garage, number of cars _____

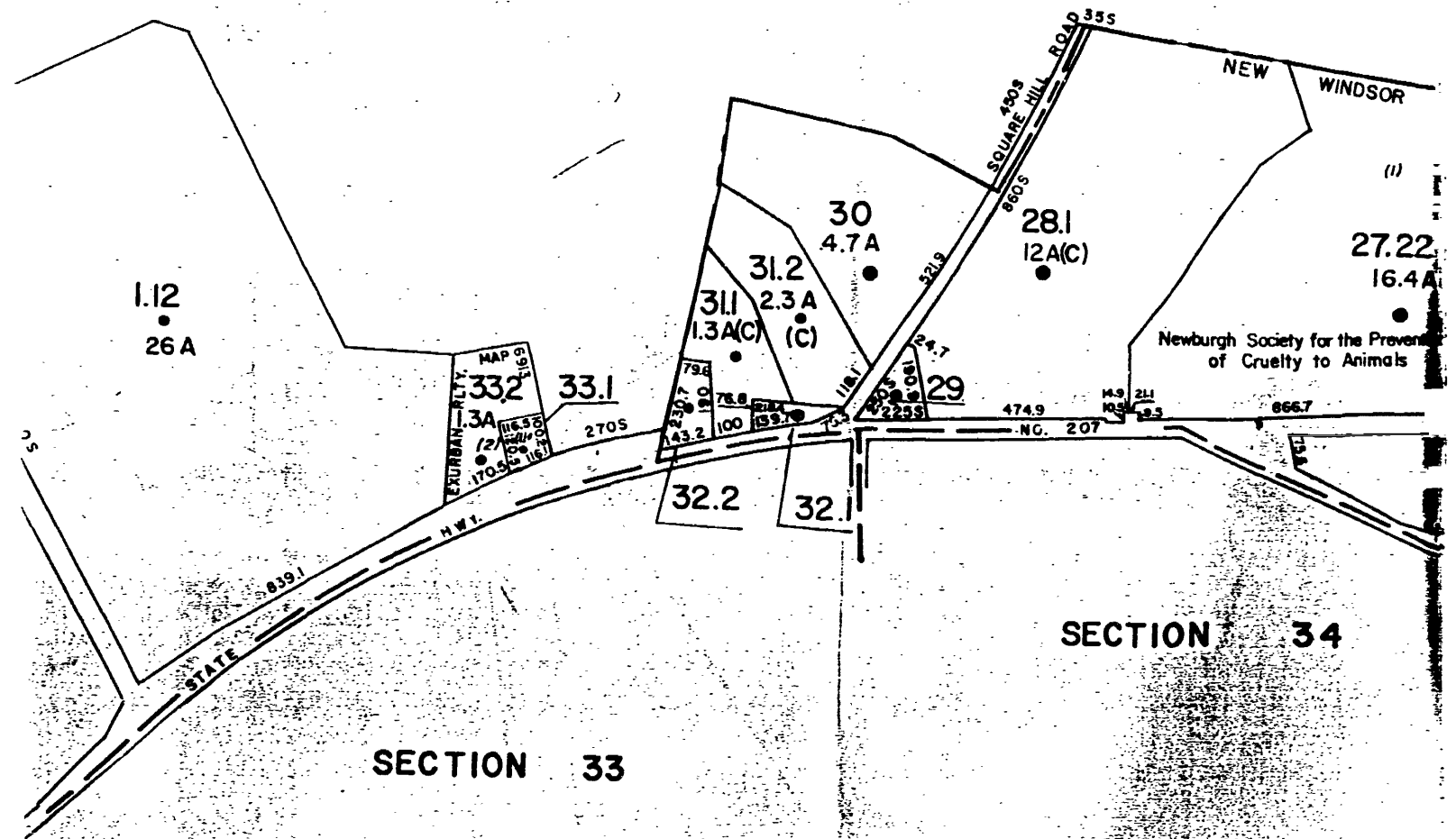
9. If business, commercial or mixed occupancy, specify nature and extent of each type of use _____

10. Estimated cost _____ Fee _____

PAID

CH# 1468
50.00
2/2/04





**OFFICE OF THE BUILDING INSPECTOR
TOWN OF NEW WINDSOR
ORANGE COUNTY, NEW YORK**

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

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MAKE AN APPOINTMENT WITH THE ZONING BOARD OF APPEALS.**

DATE: 2/15/01

**APPLICANT: VSH Realty Inc.
777 Dedham Street
Canton, MA 02021**

COPY

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATE:

FOR : Wall Sign

LOCATED AT: 986 Little Britain Road

ZONE: NC Sec/ Blk/ Lot: 3-1-32.1

DESCRIPTION OF EXISTING SITE: Existing Commercial Occupancy

IS DISAPPROVED ON THE FOLLOWING GROUNDS:

1. Proposed 4ftx12ft wall sign replacement will exceed 2ft6inx10ft maximum permitted size.


BUILDING INSPECTOR

PERMITTED 2ft6inx10ft

**PROPOSED OR
AVAILABLE:**

**VARIANCE
REQUEST:**

ZONE: NC USE: 48-18-B-1

SIGN:

FREESTANDING:

HEIGHT:

4ft

1ft6in

WIDTH:

12ft

2ft

WALL SIGNS:

TOTAL ALL SIGNS:

FEET FROM ANY LOT LINE:

cc: Z.B.A., APPLICANT, FILE W/ATTACHED MAP

PLEASE ALLOW FIVE TO TEN DAYS TO PROCESS
IMPORTANT
YOU MUST CALL FOR ALL REQUIRED INSPECTIONS OF CONSTRUCTION

Other inspections will be made in most cases but those listed below must be made or Certificate of Occupancy may be withheld. Do not mistake an unscheduled inspection for one of those listed below. Unless an inspection report is left on the job indicating approval of one of these inspections it has not been approved and it is improper to continue beyond that point in the work. Any disapproved work must be reinspected after correction.

1. When excavating is complete and footing forms are in place (before pouring.)
2. Foundation inspection. Check here for waterproofing and footing drains.
3. Inspect gravel base under concrete floors and underslab plumbing.
4. When framing, rough plumbing, rough electric and before being covered.
5. Insulation.
6. Final inspection for Certificate of Occupancy. Have on hand electrical inspection data and final certified plot plan. Building is to be completed at this time. Well water test required and engineer's certification letter for septic system required.
7. Driveway inspection must meet approval of Town Highway Superintendent. A driveway bond may be required.
8. \$50.00 charge for any site that calls for the inspection twice.
9. Call 24 hours in advance, with permit number, to schedule inspection.
10. There will be no inspections unless yellow permit card is posted.
11. Sewer permits must be obtained along with building permits for new houses.
12. Septic permit must be submitted with engineer's drawing and perc test.
13. Road opening permits must be obtained from Town Clerk's office.
14. All building permits will need a Certificate of Occupancy or a Certificate of Compliance and here is no fee for this.

FOR OFFICE USE ONLY:

Building Permit #: 75

**AFFIDAVIT OF OWNERSHIP AND/OR CONTRACTOR'S COMP & LIABILITY INSURANCE CERTIFICATE IS
REQUIRED BEFORE PERMIT WILL BE ISSUED**

PLEASE PRINT CLEARLY - FILL OUT ALL INFORMATION WHICH APPLIES TO YOU

Owner of Premises QAISAR AFTAB

Address 986 LITTLE BRITAIN RD. NEW WINDSOR Phone 860-721-8799

Mailing Address 986 LITTLE BRITAIN RD. NEW WINDSOR, NY 12550

Name of Architect _____

Address _____ Phone _____

Name of Contractor BRISTOL SIGNART

Address 550 Broad St Bristol Ct 06010 Phone 860-582-2577

State whether applicant is owner, lessee, agent, architect, engineer or builder _____

If applicant is a corporation, signature of duly authorized officer. [Signature]
(Name and title of corporate officer) _____

1. On what street is property located? On the _____ side of _____
(N,S,E or W)
and _____ feet from the intersection of _____

2. Zone or use district in which premises are situated _____ Is property a flood zone? Y _____ N _____

3. Tax Map Description: Section 3 Block 1 Lot 32.1

4. State existing use and occupancy of premises and intended use and occupancy of proposed construction.

a. Existing use and occupancy _____ b. Intended use and occupancy _____

5. Nature of work (check if applicable) New Bldg ☐ Addition ☐ Alteration ☒ Repair ☐ Removal ☐ Demolition ☐ Other ☒

6. Is this a corner lot? _____

Sign

7. Dimensions of entire new construction. Front _____ Rear _____ Depth _____ Height _____ No. of stories _____

8. If dwelling, number of dwelling units: _____ Number of dwelling units on each floor _____

Number of bedrooms _____ Baths _____ Toilets _____ Heating Plant: Gas _____ Oil _____

Electric/Hot Air _____ Hot Water _____ If Garage, number of cars _____

9. If business, commercial or mixed occupancy, specify nature and extent of each type of use _____

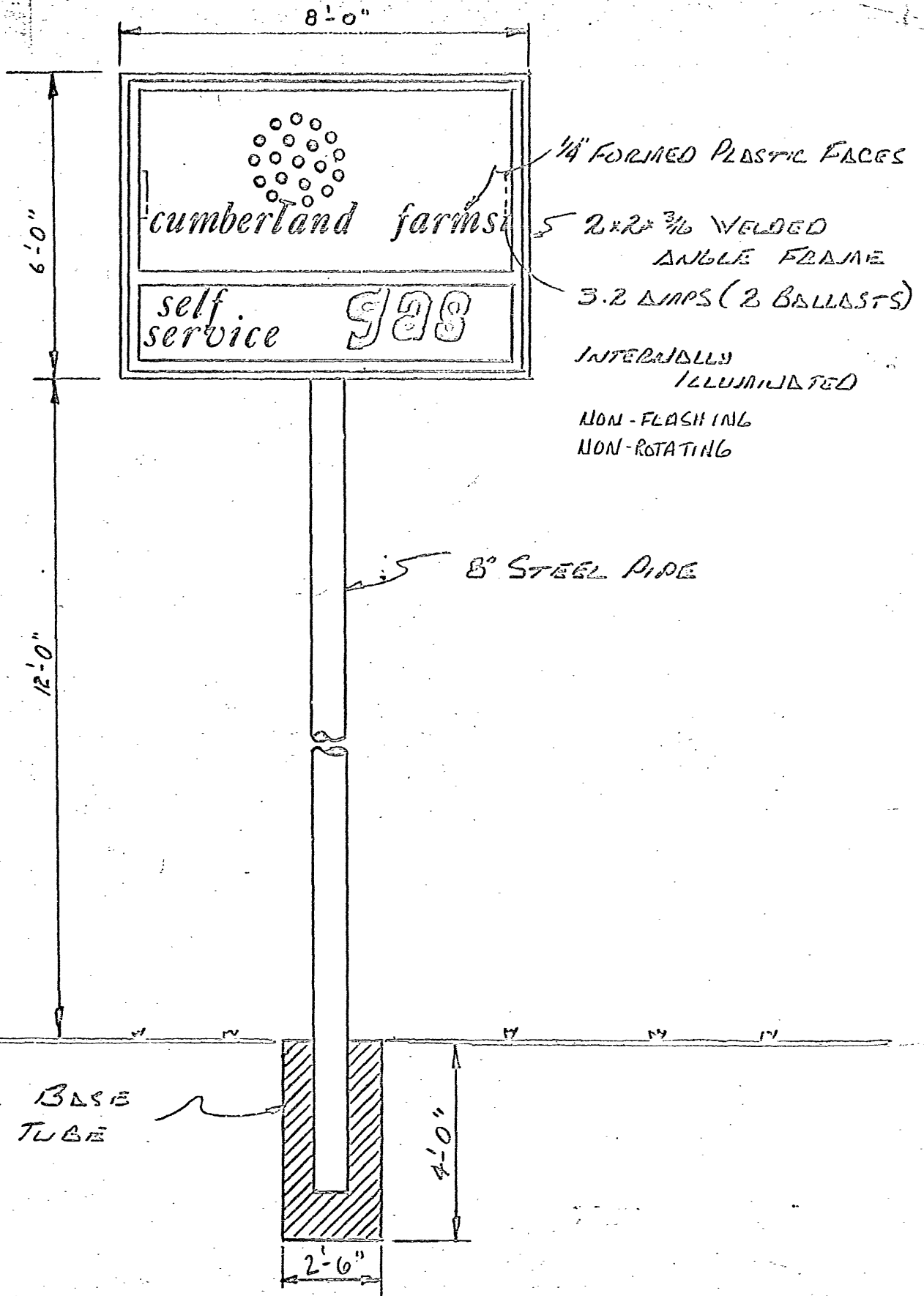
10. Estimated cost _____ Fee \$50

OK# 1461

PAID
2/5/01

NOTE-FORMAL DECISIONS WERE INSTITUTED IN 1977.

FILE	APPLICANT	VARIANCE	DECISION
3-1-4.1	SHIELDS, BARBARA #71-14 - Gift Shop - Silver Stream Road Shields, William & Barbara Silver Stream I Square Hill Rd. #81-15	USE VARIANCE Area Variance 8/10/81	GRANTED Granted
Request for 17,703 s.f. lot area, 40 ft. Lot width variances in pi zone in order to subdivide parcels, creating two undersized lots.			
3-1-21	PALOZZO, CHESTER & CLEMENTINA SILVERSTREAM ROAD #81-8	USE VARIANCE 6/22/81	GRANTED: 6/22/81
Request for use variance to permit second residence over garage in NC zone.			
3-1-23.1	ACUNZO, THOMAS JIM SMITH CHEVY 556 ROUTE 207	USE VARIANCE #98-22	GRANTED ON 07/13/98
Request for use variance for used car sales and rental and 22 ft. 5 in. Sign variance at 556 route 207 in an nc zone.			
3-1-23.2	NOME PROPERTIES LITTLE BRITAIN ROAD NC ZONE #80-29	AREA VARIANCE 11/24/80	GRANTED
Request for 28 ft. Front yard variance to allow construction of two (2) canopies over existing gasoline pumps located on little britain road.			
3-1-27.1	DANTAS, ALLEN N/S ROUTE 207	USE VARIANCE NC ZONE #92-6	GRANTED 08/24/92
Request for expansion of mobile home park which use is not permitted in an nc zone. Mobile home park as it exists is a pre-existing, non-conforming use and currently has 72 units on 7.42 acres. Applicant proposes to add 15 new units on 4.28 acres acquired from adjacent property owner under lot line change approved by planning board.			
3-1-29	PEAK TECHNICAL INDUSTRIES 594 LITTLE BRITAIN ROAD NC ZONE	AREA VARIANCE #80-33	GRANTED 11/24/80
Request for 32 ft. Front yard variance and 7 1/2 ft. Side yard variance to construct an addition to existing building at above address.			
3-1-32.1	VSH REALTY, INC. RT.207/SQUAREHILLRD."	AREA VARIANCE #75-21C-NCZONE	GRANTED 8125n5
Request for 35 ft. Front yard variance for const. Of canopy over gasoline island.			
3-1-32.1	V.S.H. REALTY - CUMBERLAND FARM STORES ROUTE 207/SQUARE HILL RD.- NC ZONE		GRANTED 2/11/80
3-1-33	SILVER STREAM CO. ROUTE 207	USE/AREA VARIANCE #82-6 NCZONE	GRANTED 5/24/82
Request for use of property for mobile home sales and accessory uses.			
4-1-3	WAL-MART/HUDSON VALLEY FEDERAL CREDIT UNION-		



DOUBLE FACE POLE SIGN WITH GAS

ZONING BOARD OF APPEALS:TOWN OF NEW WINDSOR
COUNTY OF ORANGE:STATE OF NEW YORK

-----X
In the Matter of the Application for Variance of

AFFIDAVIT OF
SERVICE
BY MAIL

VSH Realty / Qair

01-05.

STATE OF NEW YORK)
) SS.:
COUNTY OF ORANGE)

PATRICIA A. CORSETTI, being duly sworn, deposes and says:

That I am not a party to the action, am over 18 years of age and reside at
7 Franklin Avenue, New Windsor, N. Y. 12553.

That on the 27th day of June, 2001, I compared the 23
addressed envelopes containing the Public Hearing Notice pertinent to this case
with the certified list provided by the Assessor regarding the above application
for a variance and I find that the addresses are identical to the list received. I
then caused the envelopes to be deposited in a U.S. Depository within the Town
of New Windsor.

Patricia A. Corsetti
Notary Public

Sworn to before me this

____ day of _____, 20____.

Notary Public



Town of New Windsor

555 Union Avenue
New Windsor, New York 12553
Telephone: (845) 563-4631
Fax: (845) 563-4693

Assessors Office

23

June 25, 2001

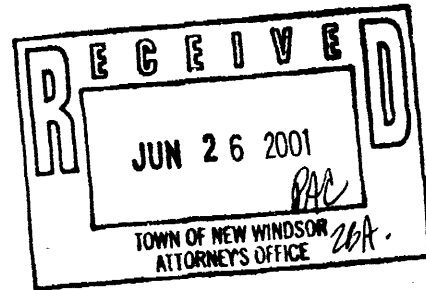
Mr. Todd Kelson

Re: VSH / Quisen

254 Rt 17K

Newburgh, NY 12550

Re: 3-1-32.1



Dear Sir/Madam:

According to our records, the attached list of property owners are within five hundred (500) feet of the above referenced property.

The Charge for this service is \$ 45.00, minus your deposit of \$25.00.

Please remit the balance of \$ 20.00 to the Town Clerk's Office.

Sincerely,

Leslie Cook
Sole Assessor

LC/sr

CC: Pat Corsetti, ZBA

3-1-28.1
Kitty & Allen Dantas
958 Little Britain Road
New Windsor, NY 12553

33-2-12.1
Edith & Fred Pellechia
1007 Little Britain Road
New Windsor, NY 12553

34-2-18 ; 34-2-23.2
Cecelia & Paul Mehmed
5 Weather Oak Hill Rd
New Windsor, NY 12553

3-1-29
Peak Technical Corp.
594 Little Britain Road
New Windsor, NY 12553

33-2-13.1
Angelo Rizzo
1003 Little Britain Road
New Windsor, NY 12553

34-2-24.2
Linda & Bruce Ladrack
9 Weather Oak Hill Rd
New Windsor, NY 12553

3-1-30
Joseph Herschel
3696 Route 209
Wurtsboro, NY 12790

33-2-15
Helen F, John Sr, Helen G. & John Jr.
Rueckert
Box 22 East Green Road
Rock Tavern, NY 12575

3-1-36.2 (AKA 3-1-1.11)
State of NY Office State Comptroller
Bureau of Fin. Administration
Att: Colin M. Campbell
5th Fl. A.E. Smith Bldg
Albany, NY 12236

3-1-31.1
New Windsor Power Equipment Corp.
988 Little Britain Road
New Windsor, NY 12553

33-2-16.2
James R. Petro
1037 Little Britain Road
New Windsor, NY 12553

3-1-31.2
Stephen Sakadelis
3 Square Hill Road
New Windsor, NY 12553

34-1-1
Amelia & James De Laune
6 Weather Oak Hill Rd
New Windsor, NY 12553

3-1-32.2
Angelo Sakadelis
345 Toleman Road
Rock Tavern, NY 12575

34-1-2
Mary Ann & James Walker
8 Weather Oak Hill Rd
New Windsor, NY 12553

3-1-33.1
Leshlmar Little Britain Corp.
400 Ba Mar Drive
Stony Point, NY 10980

34-2-1; 34-2-22
Brian Barbera
7 Oliver Drive
Newburgh, NY 12550

3-1-33.2
Stewart Retailers Inc.
400 Ba Mar Drive
Stony Point, NY 10980

34-2-2
Terry Orr
993 Little Britain Road
New Windsor, NY 12553

33-2-9.21
Lois & Paul Proulx
296 Hudson Street
Cornwall on Hudson, NY 12520

34-2-3
Anthony Christie
987 Little Britain Road
New Windsor, NY 12553

33-2-10 ; 33-2-11
Lucia & Angelo Feola
8 Dapple Terrace
Newburgh, NY 12550

34-2-4
John Ambury
985 Little Britain Road
New Windsor, NY 12553

ZONING BOARD OF APPEALS : TOWN OF NEW WINDSOR

-----x
In the Matter of the Application of

V.S.H. REALTY INC.

DECISION ON
SIGN VARIANCES

#79-23.
-----x

WHEREAS, V.S.H. REALTY, INC., a corporation having an office at 777 Dedham Street, Canton, Massachusetts 02021, has made application for sign variances before the Zoning Board of Appeals for the purposes of erecting three (3) signs from three (3) different stores located in three (3) different zones; and

WHEREAS, a public hearing was held on the 28th day of January, 1980 before the Zoning Board of Appeals at the Town Hall, New Windsor, New York; and

WHEREAS, the applicant was represented by its agent, Mr. Arthur Crees of the above office; and

WHEREAS, the application was opposed by two property owners in attendance at the hearing; and

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor makes the following findings of fact in this matter:

1. The notices of public hearing were duly sent to residents and businesses as prescribed by law and published in The Evening News, also required by law.

2. With respect to the application concerning the store location at the intersection of Route 94 and Union Avenue, that the evidence shows that the store is already equipped with an illuminated belt sign measuring approximately 4 x 12 ft. The store is located next to a traffic signal. It appears that the erection of an illuminated free-

standing sign with the dimensions requested by the applicant will compete for a motorists attention with the traffic signal and cause a hazard.

(2) 2. With respect to the store located at the intersection of Caesars Lane and Route 94, the Board finds that the store is already equipped with an illuminated/sign approximately 4 x 12 ft. in size attached to the building. It appears that the sign may be readily seen by motorists passing on the road and that an illuminated free-standing sign will distract motorists and is unnecessary to call their attention to the store.

3. With respect to applicant's store located on Route 207, it appears that the free-standing sign as requested will be located on a largely commercial thoroughfare and will not unduly compete for a motorists attention or detract from the appearance of the area.

WHEREAS, the Zoning Board of Appeals makes the following findings of law in this matter:

1. The evidence shows that the applicant will not encounter practical difficulty if the sign variance requested is not granted.

2. The evidence shows that the sign requested on Union Avenue and Route 94 will be detrimental to the health, safety and welfare of residents in the area.

3. The evidence shows that the sign requested on Route 94 and Caesars Lane will be detrimental to the health, safety and welfare of residents in the area.

4. The evidence shows that the sign requested on Route 207 will not be detrimental to the health, safety and welfare of the residents in the area.

NOW, THEREFORE, BE IT RESOLVED that the Zoning Board of Appeals of the Town of New Windsor:

(1) Deny the portion of the application which requests a sign variance at the Route 94/Union Avenue store location (LB zone);

(2) Deny the portion of the application which requests a sign variance at the Caesars Lane/Route 94 store location (R-4 zone);
and

(3) Grant the portion of the application which requests a sign variance at the Route 207 store location (NC zone) in strict conformity with the drawings submitted to and on file with the ZBA.

BE IT FURTHER RESOLVED that the Secretary of the Zoning Board of Appeals of the Town of New Windsor transmit a copy of this decision to the Town Clerk, Town Planning Board and applicant.

Dated: February 11, 1980.

Vincent Benning
Chairman

Date 5/12/61, 19.....

TOWN OF NEW WINDSOR

TOWN HALL, 555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553

TO Frances Roth DR.
..... 168 W. Drury Lane
..... Newburgh, N.Y. 12550

DATE			CLAIMED	ALLOWED
3/16/61	Zoning Board Mtg (Debate)		75 00	
	Misc - 4			
	VSH Realty - 3	13.50		
	McCurry - 3			
	Carrigula Lyons - 4			
	Baden - 13			
	Mel. Car - 2		130 56	
	= 29			
			205 50	

March 26, 2001

cc: Todd
Kelson, Esq.
2

PRELIMINARY MEETING:

VSH REALTY/QAISAR

MR. TORLEY: Request for 1 foot 6 inch height and 2 foot width variances for facade sign, plus 44 square foot variance for freestanding sign at convenience store located at 986 Little Britain Road in an NC zone.

Mr. Qaisar Eftab appeared before the Board for this proposal.

MR. TORLEY: Tell us what you'd like to do.

MR. EFTAB: Actually, this is an exiting business more than 20 years old and I just took over this location from Cumberland Farms. And we did not change the sign itself, we just changed the inserts, just changed the name. So the size of the sign or height, length are the same.

MR. KANE: So once that sign portion is changed, that's considered the whole sign being changed, right, Mike?

MR. BABCOCK: That's correct.

MR. TORLEY: Besides changing the lettering on this for the new business, are you changing any of the size of the signs?

MR. EFTAB: No, not at all. Just lettering. We're not changing the size.

MR. KANE: Is the sign illuminated?

MR. EFTAB: Yeah.

MR. KANE: Interior?

MR. EFTAB: No.

MR. KANE: Nothing flashing or anything like that?

MR. EFTAB: No.

MR. BABCOCK: Mr. Chairman, there's two requests.

MR. TORLEY: Right. I see that for the freestanding sign and the facade sign. What was this before?

MR. BABCOCK: This was the Cumberland Farms. Right across from Weather Oak Hill.

MR. TORLEY: Gentlemen, are you familiar with where this is now?

MR. REIS: Yes. There's nothing new being added, just changing the letters?

MR. EFTAB: Yeah, just changing the, you know, letters, that's all.

MR. KANE: Is the freestanding sign existing at this point?

MR. EFTAB: Yeah.

MR. KANE: Are you making any changes to that, or is that just to make it legal? On the --

MR. TORLEY: He said when you change the letters, it becomes a new sign. This will bring you into compliance and you will have no problems.

MR. KANE: Okay, yeah, I got it.

MR. REIS: Accept a motion, Mr. Chairman?

MR. TORLEY: Yes.

MR. REIS: I make a motion that we set VSH Realty/Qaisar up for a public hearing.

MR. McDONALD: Second.

ROLL CALL

MR. McDONALD	AYE
MR. REIS	AYE
MR. KANE	AYE
MR. TORLEY	AYE

MR. TORLEY: Mr. Kane is going to give you some of the information, and you can talk to our secretary tomorrow. She's ill right now. Do you have anything?

MR. KRIEGER: No, I don't have anything.

MR. KANE: If you'll fill these out for Patricia and bring them back to her at the office. And follow the

March 26, 2001

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directions in there and she can give you any other information. The sooner you get that back, the sooner we can set you up for a public hearing. Okay?

MR. EFTAB: All right.

Pls. publish immediately. Send bill to: Todd Kelson, Esq.
254 Rt. 17K
Newburgh, NY 12550

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PUBLIC NOTICE OF HEARING

ZONING BOARD OF APPEALS

TOWN OF NEW WINDSOR

PLEASE TAKE NOTICE that the Zoning Board of Appeals of the TOWN OF NEW WINDSOR, New York, will hold a Public Hearing pursuant to Section 48-34A of the Zoning Local Law on the following Proposition:

Appeal No. 05

Request of VSH Realty Inc.

for a VARIANCE of the Zoning Local Law to Permit:

replacement of facade and freestanding signs @
former Cumberland Farms store;
being a VARIANCE of Section 48-18-Supp Sign Regs.

for property situated as follows:

986 Little Britain Road, New Windsor, N.Y.
known and designated as tax map Section 3, Blk. 1 Lot 32.1

PUBLIC HEARING will take place on the 9th day of July, 2001 at the New Windsor Town Hall, 555 Union Avenue, New Windsor, New York beginning at 7:30 o'clock P.M.

Lawrence Torley
Chairman

By: Patricia A. Corsetti, Secy.

TOWN OF NEW WINDSOR
ZONING BOARD OF APPEALS

APPLICATION FOR VARIANCE

01-05

Date: June 12, 2001
May

I. Applicant Information:

- (a) Cumberland Farms, Inc.
(Name, address and phone of Applicant)
- (b) Beauty Gems, Inc., 185 Silas Deane Hwy, Wethersfield, CT 06109 (Owner)
860-721-8799
(Name, address and phone of purchaser or lessee)
- (c) Todd A. Kelson, P.C., 254 Rte 17K, Newburgh, NY 12550, 845-567-3010
(Name, address and phone of attorney)
- (d) Bristol Signart, Inc., 550 Broad Street, Bristol, CT, 860-582-2577
(Name, address and phone of contractor/engineer/architect)

II. Application type:

- ☐ Use Variance ☒ Sign Variance
☐ Area Variance ☐ Interpretation

III. Property Information:

- (a) NC 986 Little Britain Road, New Windsor. 3-1-32.1
(Zone) (Address) (S B L) (Lot size)
- (b) What other zones lie within 500 ft.? NC
- (c) Is a pending sale or lease subject to ZBA approval of this application? no
- (d) When was property purchased by present owner? 1976
- (e) Has property been subdivided previously? no
- (f) Has property been subject of variance previously? no
If so, when? _____
- (g) Has an Order to Remedy Violation been issued against the property by the Building/Zoning Inspector? no
- (h) Is there any outside storage at the property now or is any proposed? Describe in detail: no
- _____

~~IV. Use Variance.~~

- ~~(a) Use Variance requested from New Windsor Zoning Local Law,
Section _____, Table of _____ Regs., Col. _____,
to allow:
(Describe proposal) _____

_____~~

(b) ~~The legal standard for a "use" variance is unnecessary hardship.~~ Describe why you feel unnecessary hardship will result unless the use variance is granted. Also set forth any efforts you have made to alleviate the hardship other than this application.

(c) Applicant must fill out and file a Short Environmental Assessment Form (SEQR) with this application.

(d) The property in question is located in or within 500 ft. of a County Agricultural District: Yes____ No____.

If the answer is Yes, an agricultural data statement must be submitted along with the application as well as the names of all property owners within the Agricultural District referred to. You may request this list from the Assessor's Office.

V. ~~Area variance:~~

(a) Area variance requested from New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____.

<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Min. Lot Area _____	_____	_____
Min. Lot Width _____	_____	_____
Reqd. Front Yd. _____	_____	_____
Reqd. Side Yd. _____	_____	_____
Reqd. Rear Yd. _____	_____	_____
Reqd. Street Frontage* _____	_____	_____
Max. Bldg. Hgt. _____	_____	_____
Min. Floor Area* _____	_____	_____
Dev. Coverage* _____ %	_____ %	_____ %
Floor Area Ratio** _____	_____	_____
Parking Area _____	_____	_____

* Residential Districts only

** No-residential districts only

(b) In making its determination, the ZBA shall take into consideration, among other aspects, the benefit to the applicant if the variance is granted as weighed against the detriment to the health, safety and welfare of the neighborhood or community by such grant. Also, whether an undesirable change will be produced in the character of the neighborhood or a detriment to nearby properties will be created by the granting of the area variance; (2) whether the benefit sought by the applicant can be achieved by some other method ~~feasible for the applicant to pursue other than an area variance;~~ (3)

~~whether the requested area variance is substantial; (4) whether the proposed variance will have an adverse effect or impact on the physical or environmental conditions in the neighborhood or district; and (5) whether the alleged difficulty was self-created. Describe why you believe the ZBA should grant your application for an area variance:~~

~~(You may attach additional paperwork if more space is needed)~~

VI. Sign Variance:

- (a) Variance requested from New Windsor Zoning Local Law, Section (1) 48-18-H-1-a-2 Regs.
(2) 48-18-H-1-b-1

	<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Sign 1	2'6" x 10	4 x 12	1'6 x 2
Sign 2	64	108	44
Sign 3			
Sign			

- (b) Describe in detail the sign(s) for which you seek a variance, and set forth your reasons for requiring extra or over size signs. SEE ADDENDUM

- (c) What is total area in square feet of all signs on premises including signs on windows, face of building, and free-standing signs? SEE ADDENDUM

~~VII. Interpretation.~~

- (a) Interpretation requested of New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____.
- (b) Describe in detail the proposal before the Board:

VIII. Additional comments:

- (a) Describe any conditions or safeguards you offer to ensure that the quality of the zone and neighboring zones is maintained or

ADDENDUM TO APPLICATION FOR AREA VARIANCE

Cumberland Farms, Inc.

Premises: 986 Little Britain Rd., New Windsor, NY 12553,: Section 3 Block 1 Lot 32.1

Cumberland Farms, Inc. hereby makes application to the Zoning Board of Appeals of the Town of New Windsor for three area variances, in order to permit the replacement of the faces of two existing signs located on property owned by it at 986 Little Britain Rd., New Windsor, identified on the tax map of the Town of New Windsor as Section 3 Block 1 Lot 32.1 The Premises are located in the NC zone, and the existing use of the improvements constitute a permitted conforming use under the Zoning Local Law of the Town of New Windsor. The current improvements include a convenience store and related improvements. The applicants purchased the property in 1976. The applicant proposes to replace the faces of two existing signs located on the premises, without any further increase in the degree of nonconformity of such signs, and two variances of the total maximum permitted signage are requested.

First, the applicant seeks a variance of Town of New Windsor Zoning Code §48-18-H-1-a-2 to replace the existing 4' x 12' wall sign with a sign of equal size having different graphics. The permitted maximum height and width for such signs is 2'6" x 10', resulting in a requested height variance of 1'6" and a width variance of 2 feet. Second, the applicant seeks a variance of Town of New Windsor Zoning Code §48-18-H-1-b-1 to replace the faces of the existing 6 X 9 pole sign with a sign of equal size having different graphics. The square footage of the pole sign is 108 square feet, and 64 square feet is permitted under the Zoning Law, resulting in a requested area variance of 44 square feet.

STATUTORY STANDARD

Pursuant to § 267-b of the Town Law, the Zoning Board of Appeals has the power to grant area variances upon showing by the applicant that applicable zoning regulations and restrictions have caused practical difficulty or unnecessary hardship.

In evaluating an application for an area variance, the Board must weigh the benefit to the applicant versus the detriment to the neighborhood, and must consider whether (1) granting the variance will produce an undesirable change in the character of the neighborhood, (2) whether the

benefit sought by the applicant can be achieved by another means, (3) whether the proposed area variance is substantial, (4) whether the variance will have an adverse physical or environmental impact on the neighborhood, and (5) whether the difficulty is self created, although a finding that a hardship is self created shall not preclude the granting of a variance.

The applicant meets all of these criteria, and merely seeks to upgrade and modernize the appearance of signs that have existed on the premises for over 20 years.

A. No undesirable change to the existing neighborhood will be produced if the variance is granted, and the variance will have no material impact on the neighborhood

As discussed above, the site as used by the applicant for over 20 years includes signs of the size and configuration requested by the applicant, meaning that there will be absolutely no visual impact on the neighborhood if the variance is granted.

B. The benefit sought by the applicant cannot be achieved by means other than an area variance

As discussed above, two separate area variances are requested, and the applicant will not be able to construct the signs in question unless both are granted.

C. The requested area variances are not substantial

The two variances requested are not substantial, particularly in light of the context of this application. The total area of variance requested of 44 square feet is a small amount of signage in an area having commercial development similar to that of the subject property.

D. The variance will have no adverse physical or environmental impact on the neighborhood

As mentioned above, the proposed signs are replacements for signs of equal size that have existed on the property for over 20 years. Accordingly, the applicant believes that there will be no material physical or environmental impact on the neighborhood if the variances sought are granted.

E. The applicants' difficulty is not self created

As discussed above, the property in question was acquired by the applicant in 1976, and the signs were likely in place in some form or another at that time. The Town of New Windsor has no

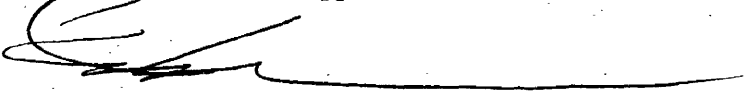
record of any permits being granted for such signs, and it is for this reason that the proposed variances are sought. Had the proper permits been obtained by the prior owner, it is likely that the signs would have been grandfathered in at the time sign regulation was imposed by the Town of New Windsor, and their replacement permitted as of right.

SUMMARY

In the context of the proposed use, the reliefs sought are not substantial. Signs of the size proposed have been in place on the premises for many years, and reflect the basic character of the surrounding neighborhood. The granting of this application will not have any material impact on any adjoining property.

WHEREFORE, the applicants respectively request that the Zoning Board of Appeals grant the relief sought in the application.

Cumberland Farms, Inc., Applicant

A handwritten signature in black ink, appearing to read "Todd A. Kelson", is written over a horizontal line.

BY: Todd A. Kelson, attorney in fact

PROXY AFFIDAVIT

SUBMISSION OF APPLICATION FOR VARIANCE # _____

ZONING BOARD OF APPEALS

TOWN OF NEW WINDSOR

STATE OF MASSACHUSETTS)
COUNTY OF NORFOLK) SS.:

Francis G. Locklin, being duly sworn, deposes
and says: I am the Sr. Vice Pres. of Cumberland Farms, Inc.,
the record owner of
a certain parcel of land within the TOWN OF NEW WINDSOR
designated as tax map SECTION 3 BLOCK 1 LOT 32.1.
I HEREBY AUTHORIZE Todd A. Kelson of
Todd A. Kelson, P.C. (company name)
to make an application before the ZONING BOARD OF APPEALS as
described in the within application.

Dated: May 21, 2001.

CUMBERLAND FARMS, INC.

BY: [Signature]
(Signature of Corporate Officer)
Title: Francis G. Locklin
Sr. Vice President

Sworn to before me this

21st day of May, 2001

[Signature]
Notary Public

(ZBA DISK#1-012996.CP)

THIS IS A LEGAL INSTRUMENT AND SHOULD BE EXECUTED UNDER SUPERVISION OF AN ATTORNEY

V-835
This Indenture,

Made the

18th

day of

June

nineteen hundred

and seventy-six (1976)

Between GULF OIL CORPORATION, a Pennsylvania Corporation,
having a place of business at 2000 Marcus Avenue, Lake Success, New
York 11040, successor by merger to Tremarco Corporation, a Delaware
Corporation.

a corporation organized under the laws of The Commonwealth of Pennsylvania

party of the first part,

and V. S. H. Realty, Inc., having a place of business at 777 Dedham
Street, Canton, Massachusetts 02021

party of the second part,

Witnesseth, that the party of the first part, in consideration of Twenty Thousand

and 00/100 (\$20,000.00) ----- Dollars, lawful money of the United States,

paid by the party of the second part, does hereby grant and release unto the party of the
second part, its successors and assigns forever.

All that certain lot, piece or parcel of land together with
building and improvements erected thereon, situate, lying and being in
the Town of New Windsor, Orange County, New York, more particularly
bounded and described as follows, viz:

BEGINNING at an iron pipe on the northerly side of State Highway
Route #207 leading from Goshen to Newburgh and running thence along
other lands of Harry Lare north 8°00' east 75.56 feet to an iron
pipe in the remains of an old stone-wall on the southerly line of
lands of Malama & Nick Edraos, said last mentioned line being
parallel to and four (4) feet easterly from the easterly side of the
frame garage on lands of Harry Lare; thence along the southerly line of
lands of Malama & Nick Edraos and the remains of an old stone-wall
south 68°27' east 218.40 feet to an iron pipe on the northwesterly
side of the Town Road known as Square Hills Road; thence along the
northwesterly side of said Square Hills Road south 82°48' west 75.30
feet to an iron pipe on the northerly side of State Highway Route
#207; thence along the northerly side of said State Highway north
83°55' west 139.75 feet to the place of beginning.

TOGETHER with all the right, title and interest of the grantor,
if any, of, in and to any land lying in the bed of any street,
road, avenue, alley or private way abutting or adjoining the above
described premises to the center line thereof.

SUBJECT to easements of record granted to the Central Hudson Gas &
Electric Corporation and the New York Telephone Company, and the Town
of New Windsor.

BEING the same premises conveyed to TREMARCO CORPORATION by Deed dated May 11, 1956, and recorded on May 14, 1956 in Liber of Deeds 1386 at page 49 in the Office of the Clerk, County of Orange, State of New York.

Articles of Merger dated August 3, 1973, effective August 31, 1973 between Tremarco Corporation and Gulf Oil Corporation were filed in the Office of the Secretary of the Commonwealth of Pennsylvania on August 20, 1973 and with the Department of State, State of New York on September 10, 1973.

SUBJECT to the following condition:

Any state of facts and conditions that an accurate survey and personal inspection of the premises would disclose; easements, conditions, restrictions and reservations of record; existing tenancies, if any, zoning ordinances, if any, and taxes and assessments both general and special, if any, which shall fall due and payable following the date of closing.

Together with the appurtenances and all the estate and rights of the part Y of the first part in and to said premises.

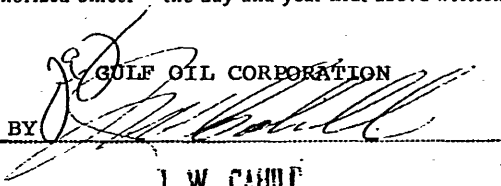
To have and to hold the premises herein granted unto the party of the second part,
its successors and assigns forever.

And the party of the first part covenants that it has not done or suffered anything whereby the said premises have been incumbered in any way whatever.

The grantor, in compliance with Section 13 of the Lien Law, covenants that the grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and that the grantor will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

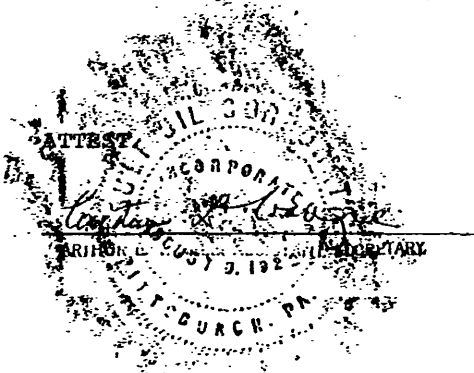
In Witness Whereof, the party of the first part has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officer the day and year first above written.

In presence of:

BY  GULF OIL CORPORATION

J. W. CAMILLE

ATTORNEY-IN-FACT



STATE OF NEW YORK

X

SS.

COUNTY OF NASSAU

X

Liber 2045 PAGE 882

On this 19th day of June, 1976, before me came J. W. Cahill to me known and known to me to be the Attorney-in-Fact of Gulf Oil Corporation, the Corporation described in, and who by its said Attorney-in-Fact executed the foregoing instrument, and duly acknowledged before me that he executed the same as the act and deed of Gulf Oil Corporation therein described, and for the purpose therein mentioned, by virtue of a power of attorney duly executed by the said Gulf Oil Corporation dated the 20th day of October, 1975, and recorded in the Office of the County Clerk County of Orange on the 12th of November, 1975, in Liber 2022 of Deeds Page 139

EDITH C. MCCORMICK
NOTARY PUBLIC State of New York
No. 22-708426 Suffolk County
Term Expires March 30, 1978

GULF OIL CORPORATION

TO

V.S.H. REALTY, INC.

Deed

Dated,, 19.....

The land affected by the within instrument lies in

RECORD AND RETURN TO

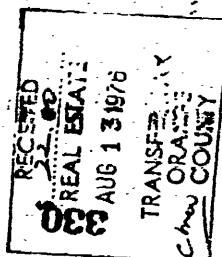
RIDER WENNER & LOEB P.C.

PO Box 1268

NEWBURGH, N.Y. 12550

CTT

Use this space for use of Recording Office



Orange County Clerk's Office, N.Y.
Recorded on the 13th day
of August 1976 at 2:14
P.M. in Liber 2043
at page 877
Examined.

M. Winter

V-835

Lawyers Title Insurance Corporation

A Stock Company
Home Office - Richmond, Virginia
POLICY OF TITLE INSURANCE
SCHEDULE A

AMOUNT
\$100,000.00

DATE OF ISSUE
7/29/76

NAME OF INSURED

V. S. H. REALTY INC.

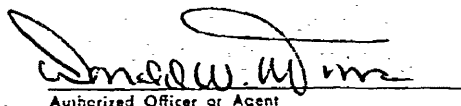
The estate or interest insured by this policy is **fee simple**

vested in the insured by means of a deed from Gulf Oil Corporation dated June 18, 1976 and recorded August 13, 1976 in Liber 2043 page 879 in the Office of the County Clerk of Orange County, New York.

The premises in which the insured has the estate or interest covered by this policy

Description attached

Countersigned:


Authorized Officer or Agent

Issued at **Goshen, New York**

Title **BA470757**
Page 1 of Sched. A—Pol. No. **J**

POLICY OF TITLE INSURANCE
Lawyers Title Insurance Corporation
Home Office - Richmond, Virginia

LAWYERS TITLE INSURANCE CORPORATION, in consideration of the payment of its premium for insurance insures the insured named in Schedule A against all loss or damage not exceeding the amount of insurance stated in Schedule A and in addition the costs and expenses of defending the title, estate or interest insured, which the insured shall sustain by reason of any defect or defects of title affecting the premises described in Schedule A or affecting the interest of the insured therein as herein set forth, or by reason of unmarketability of the title of the insured to or in the premises or by reason of liens or incumbrances affecting title at the date hereof, or by reason of any statutory lien for labor or material furnished prior to the date hereof which has now gained or which may hereafter gain priority over the interest insured hereby, or by reason of a lack of access to and from the premises, excepting all loss and damage by reason of the estates, interests, defects, objections, liens, incumbrances and other matters set forth in Schedule B, or by the conditions of this policy hereby incorporated into this contract, the loss and the amount to be ascertained in the manner provided in said conditions and to be payable upon compliance by the insured with the stipulations of said conditions, and not otherwise.

IN WITNESS WHEREOF, the Company has caused this Policy to be signed and sealed, to be valid when Schedule A is countersigned by an authorized officer or agent of the Company, all in accordance with its By-Laws.

Lawyers Title Insurance Corporation

Robert C. Dawson

President

Attest:

Ray B. McLeod

Secretary

DESCRIPTION

ALL that certain lot, piece or parcel of land situate, lying and being in the Town of New Windsor, Orange County, New York, more particularly bounded and described as follows, viz:

BEGINNING at an iron pipe on the northerly side of State Highway Route #207 leading from Goshen to Newburgh and running thence along other lands of Harry Lare north $8^{\circ} 00'$ east 75.56 feet to an iron pipe in the remains of an old stone-wall on the southerly line of lands of Malama & Nick Edraos, said last mentioned line being parallel to and four (4) feet easterly from the easterly side of the frame garage on lands of Harry Lare; thence along the southerly line of lands of Malama & Nick Edraos and the remains of an old stone-wall south $68^{\circ} 27'$ east 218.40 feet to an iron pipe on the northwesterly side of the Town Road known as Square Hills Road; thence along the northwesterly side of said Square Hills Road south $82^{\circ} 48'$ west 75.30 feet to an iron pipe on the northerly side of State Highway Route #207; thence along the northerly side of said State Highway north $83^{\circ} 55'$ west 139.75 feet to the place of beginning.

Lawyers Title Insurance Corporation

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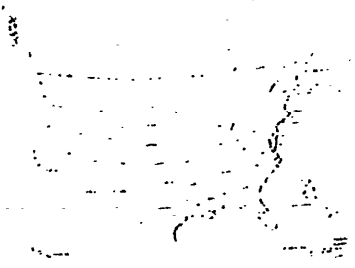
POLICY OF TITLE INSURANCE

SCHEDULE B

The following estates, interests, defects, objections to title, liens and incumbrances and other matters are excepted from the coverage of this policy:

1. Defects and incumbrances arising or becoming a lien after the date of this policy, except as herein provided.
2. Consequences of the exercise and enforcement or attempted enforcement of any governmental war or police powers over the premises.
3. Any laws, regulations or ordinances (including, but not limited to zoning, building, and environmental protection) as to the use, occupancy, subdivision or improvement of the premises adopted or imposed by any governmental body, or the effect of any non-compliance with or any violation thereof.
4. Judgments against the insured or estates, interests, defects, objections, liens or incumbrances created, suffered, assumed or agreed to by or with the privity of the insured.
5. Title to any property beyond the lines of the premises or title to areas within or rights or easements in any abutting streets, roads, avenues, lanes, ways or waterways, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement, unless this policy specifically provides that such titles, rights, or easements are insured. Notwithstanding any provisions in this paragraph to the contrary, this policy, unless otherwise excepted, insures the ordinary rights of access and egress belonging to abutting owners.
6. Title to any personal property, whether the same be attached to or used in connection with said premises or otherwise.
7. The exact area of the premises herein will not be insured.
8. Grants in Liber 690 page 77, Liber 679 page 17, and Liber 1069 page 181.
9. Survey made by Ben Kittler, Jr. shows building within bounds and underground tanks and underground pipe.

Service available throughout the
United States, Puerto Rico, the
U.S. Virgin Islands and Canada.



National Division, -Branch and
Agency offices and Approved
Attorneys located throughout
the operating territory as shown
on the map.

Lawyers Title Insurance Corporation

Home Office - Richmond, Virginia

Policy
of
Title Insurance

Lawyers Title
Insurance Corporation
A Stock Company
Home Office
Richmond, Virginia

A word of thanks to our insured.....

As we make your policy a part of our permanent records, we want to express our appreciation of this evidence of your faith in Lawyers Title Insurance Corporation.

There is no recurring premium.

This policy provides valuable title protection and we suggest you keep it in a safe place where it will be readily available for future reference.

If you have any questions about the protection provided by this policy or wish to contact us for any other reason, write to:

Consumer Affairs Department
Lawyers Title Insurance Corporation
P.O. Box 27567
Richmond, Virginia 23261

CONDITIONS AND STIPULATIONS--CONTINUED

Section Six. Co-Insurance and Apportionment

(a) In the event that a partial loss occurs after the insured makes an improvement subsequent to the date of this policy, and only in that event, the insured becomes a co-insurer to the extent hereinafter set forth.

If the cost of the improvement exceeds twenty per centum of the amount of this policy, such proportion only of any partial loss established shall be borne by the Company as one hundred twenty per centum of the amount of this policy bears to the sum of the amount of this policy and the amount expended for the improvement. The foregoing provisions shall not apply to costs and attorneys' fees incurred by the Company in prosecuting or providing for the defense of actions or proceedings in behalf of the insured pursuant to the terms of this policy or to costs imposed on the insured in such action or proceedings, and shall apply only to that portion of losses which exceed in the aggregate ten per cent of the face of the policy.

Provided, however, that the foregoing co-insurance provisions shall not apply to any loss arising out of a lien or incumbrance for a liquidated amount which existed on the date of this policy and was not shown in Schedule B; and provided further, such co-insurance provisions shall not apply to any loss if, at the time of the occurrence of such loss, the then value of the premises, as so improved, does not exceed one hundred twenty per centum of the amount of this policy.

(b) If the premises are divisible into separate, independent parcels, and a loss is established affecting one or more but not all of said parcels, the loss shall be computed and settled on a pro rata basis as if this policy were divided pro rata as to value of said separate, independent parcels, exclusive of improvements made subsequent to the date of this policy.

(c) Clauses "(a)" and "(b)" of this section apply to mortgage policies only after the insured shall have acquired the interest of the mortgagor.

(d) If, at the time liability for any loss shall have been fixed pursuant to the conditions of this policy, the insured holds another policy of insurance covering the same loss issued by another company, this company shall not be liable to the insured for a greater proportion of the loss than the amount that this policy bears to the whole amount of insurance held by the insured, unless another method of apportioning the loss shall have been provided by agreement between this company and the other insurer or insurers.

Section Seven. Assignment of Policy

If the interest insured by this policy is that of a mortgagee, this policy may be assigned to and shall inure to the benefit of successive assignees of the mortgage without consent of this company or its endorsement of this policy. Provision is made in the rate manual of this company filed with the Superintendent of

Insurance of the State of New York for continuation of liability to grantees of the insured in certain specific circumstances only. In no circumstances provided for in this section shall this company be deemed to have insured the sufficiency of the form of the assignment or other instrument of transfer or conveyance or to have assumed any liability for the sufficiency of any proceedings after the date of this policy.

Section Eight. Subrogation

(a) This company shall to the extent of any payment by it of loss under this policy, be subrogated to all rights of the insured with respect thereto. The insured shall execute such instruments as may be requested to transfer such rights to this company. The rights so transferred shall be subordinate to any remaining interest of the insured.

(b) If the insured is a mortgagee, this company's right of subrogation shall not prevent the insured from releasing the personal liability of the obligor or guarantor or from releasing a portion of the premises from the lien of the mortgage or from increasing or otherwise modifying the insured mortgage provided such acts do not affect the validity or priority of the lien of the mortgage insured. However, the liability of this company under this policy shall in no event be increased by any such act of the insured.

Section Nine. Misrepresentation

Any untrue statement made by the insured, with respect to any material fact, or any suppression of or failure to disclose any material fact, or any untrue answer by the insured, to material inquiries before the issuance of this policy, shall void this policy.

Section Ten. No Waiver of Conditions

This company may take any appropriate action under the terms of this policy whether or not it shall be liable hereunder and shall not thereby concede liability or waive any provision of this policy.

Section Eleven. Policy Entire Contract

All actions or proceedings against this company must be based on the provisions of this policy. Any other action or actions or rights of action that the insured may have or may bring against this company in respect of other services rendered in connection with the issuance of this policy, shall be deemed to have merged in and be restricted to its terms and conditions.

Section Twelve. Validation and Modification

This policy is valid only when duly signed by a validating officer or agent. Changes may be effected only by written endorsement. If the recording date of the instruments creating the insured interest is later than the policy date, such policy shall also cover intervening liens or incumbrances, except real estate taxes, assessments, water charges and sewer rents.

Lawyers Title Insurance Corporation
Home Office - Richmond, Virginia

Lawyers Title Insurance Corporation

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CONDITIONS OF THIS POLICY

Section One. Definitions

(a) Wherever the term "insured" is used in this policy it includes those who succeed to the interest of the insured by operation of law including, without limitation, heirs, distributees, devisees, survivors, personal representatives, next of kin or corporate successors, as the case may be, and those to whom the insured has assigned this policy where such assignment is permitted by the terms hereof, and whenever the term "insured" is used in the conditions of this policy it also includes the attorneys and agents of the "insured."

(b) Wherever the term "this company" is used in this policy it means Lawyers Title Insurance Corporation.

(c) Wherever the term "final determination" or "finally determined" is used in this policy, it means the final determination of a court of competent jurisdiction after disposition of all appeals or after the time to appeal has expired.

(d) Wherever the term "the premises" is used in this policy, it means the property insured herein as described in Schedule A of this policy including such buildings and improvements thereon which by law constitute real property.

(e) Wherever the term "recorded" is used in this policy it means, unless otherwise indicated, recorded in the office of the recording officer of the county in which property insured herein lies.

Section Two. Defense and Prosecution of Suits

(a) This company will, at its own cost, defend the insured in all actions or proceedings founded on a claim of title or incumbrance not excepted in this policy.

(b) This company shall have the right and may, at its own cost, maintain or defend any action or proceeding relating to the title or interest hereby insured, or upon or under any covenant or contract relating thereto which it considers desirable to prevent or reduce loss hereunder.

(c) In all cases where this policy requires or permits this company to prosecute or defend, the insured shall secure to it the right and opportunity to maintain or defend the action or proceeding, and all appeals from any determination therein, and give it all reasonable aid therein, and hereby permits it to use therein, at its option, its own name or the name of the insured.

(d) The provisions of this section shall survive payment by this company of any specific loss or payment of the entire amount of this policy to the extent that this company shall deem it necessary in recovering the loss from those who may be liable therefor to the insured or to this company.

Section Three. Cases Where Liability Arises

No claim for damages shall arise or be maintainable under this policy except in the following cases:

(a) Where there has been a final determination under which the insured may be dispossessed, evicted or ejected from the premises or from some part or undivided share or interest therein.

(b) Where there has been a final determination adverse to the title, upon a lien or incumbrance not excepted in this policy.

(c) Where the insured shall have contracted in good faith in writing to sell the insured estate or interest, or where the insured estate has been sold for the benefit of the insured pursuant to the judgment or order of a court and the title has been rejected because of a defect or incumbrance not excepted in this policy and there has been a final determination sustaining the objection to the title.

(d) Where the insurance is upon the interest of a mortgagee and the mortgage has been adjudged by a final determination to be invalid or ineffectual to charge the insured's estate or interest in the premises, or subject to a prior lien or incumbrance not excepted in this policy; or where a recording officer has refused to accept from the insured a satisfaction of the insured mortgage and there has been a final determination sustaining the refusal because of a defect in the title to the said mortgage.

(e) Where the insured shall have negotiated a loan to be made on the security of a mortgage on the insured's estate or interest in the premises and the title shall have been rejected by the proposed lender and it shall

have been finally determined that the rejection of the title was justified because of a defect or incumbrance not excepted in this policy.

(f) Where the insured shall have transferred the title insured by an instrument containing covenants in regard to title or warranty thereof and there shall have been a final determination on any of such covenants or warranty, against the insured, because of a defect or incumbrance not excepted in this policy.

(g) Where the insured estate or interest or a part thereof has been taken by condemnation and it has been finally determined that the insured is not entitled to a full award for the estate or interest taken because of a defect or incumbrance not excepted in this policy.

No claim for damages shall arise or be maintainable under this policy (1) if this company, after having received notice of an alleged defect or incumbrance, removes such defect or incumbrance within thirty days after receipt of such notice; or (2) for liability voluntarily assumed by the insured in settling any claim or suit without the written consent of this company.

Section Four. Notice of Claim

In case a purchaser or proposed mortgage lender raises any question as to the sufficiency of the title hereby insured or in case actual knowledge shall come to the insured of any claim adverse to the title insured hereby, or in case of the service on or receipt by the insured of any paper, or of any notice, summons, process or pleading in any action or proceeding, the object or effect of which shall or may be to impugn, attack or call in question the validity of the title hereby insured, the insured shall promptly notify this company thereof in writing at its main office and forward to this company such paper or such notice, summons, process or pleading. Delay in giving this notice and delay in forwarding such paper or such notice, summons, process or pleading shall not affect this company's liability if such failure has not prejudiced and cannot in the future prejudice this company.

Section Five. Payment of Loss

(a) This company will pay, in addition to the loss, all statutory costs and allowances imposed on the insured in litigation carried on by this company for the insured under the terms of this policy. This company shall not be liable for and will not pay the fees of any counsel or attorney employed by the insured.

(b) In every case where claim is made for loss or damage this company (1) reserves the right to settle, at its own cost, any claim or suit which may involve liability under this policy; or (2) may terminate its liability hereunder by paying or tendering the full amount of this policy; or (3) may, without conceding liability, demand a valuation of the insured estate or interest, to be made by three arbitrators or any two of them, one to be chosen by the insured and one by this company, and the two thus chosen selecting an umpire. Such valuation, less the amount of any incumbrances on said insured estate and interest not hereby insured against, shall be the extent of this company's liability for such claim and no right of action shall accrue hereunder for the recovery thereof until thirty days after notice of such valuation shall have been served upon this company, and the insured shall have rendered a conveyance or assignment of the insured estate or interest to this company or its designee at such valuation, diminished as aforesaid. The foregoing option to fix a valuation by arbitration shall not apply to a policy insuring a mortgage or leasehold interest.

(c) Liability to any collateral holder of this policy shall not exceed the amount of the pecuniary interest of such collateral holder in the premises.

(d) All payments made by this company under this policy shall reduce the amount hereof pro tanto except (1) payments made for course fees and disbursements in defending or prosecuting actions or proceedings in behalf of the insured and for statutory costs and allowances imposed on the insured in such actions and proceedings, and (2) if the insured is a mortgagee, payments made to satisfy or subordinate prior liens or incumbrances not set forth in Schedule B.

(e) When liability has been definitely fixed in accordance with the conditions of this policy, the loss or damage shall be payable within thirty days thereafter.

**REPLACEMENT FACES ONLY FOR ROAD SIGN
OVERALL SIGN FACE IS 72"X96"
COLORS ARE AS SHOWN**



FACE: 3/16" UNBREAKABLE LEXAN LETTERING 3M TRANSLUCENT VINYL

**CUST: QAISAR AFTAB
PHONE: 860-721-8779
LOC: 986 LITTLE BRITAIN RD.
NEW WINDSOR N.Y.**

**BRISTOL SIGNART INC.
550 BROAD STREET
BRISTOL CT.
PHONE: 860-582-2577
FAX: 860-314-0740
MARK BLETHEN**

**REPLACEMENT FACE ONLY SIGN BOX IS EXISTING
OVERALL SIZE IS 4' X 12'
COLORS AS SHOWN**



FACE: 3/16" UNBREAKABLE LEXAN LETTERING 3M TRANSLUCENT

**CUST: QAISAR AFTAB
PHONE: 860-721-8799
LOC: 986 LITTLE BRITAIN RD.
NEW WINDSOR N.Y.**

**BRISTOL SIGNART INC.
550 BROAD STREET
BRISTOL CT.
PHONE: 860-582-2577
FAX: 860-314-0740
MARK BLETHEN**